

## EXHIBIT 20-2 (AY-2)

### FIRE SERVICES AGREEMENT

This FIRE SERVICES AGREEMENT (the "Agreement") dated as of SEPT 10 / 04, (the "Effective Date") is by and between WIND RIDGE POWER PARTNERS, LLC, a Delaware limited liability company ("Company"), having an office at 222 East Fourth Ave., Ellensburg, WA 98926 and KITTITAS COUNTY FIRE PROTECTION DISTRICT 2, a municipal corporation ("District"), whose address is 2030 VANTAGE HWY. ELLensburg, WA 98926. The Company and the District are sometimes referred to herein individually as a "Party" and jointly as "Parties".

### RECITALS

- A. The Company is developing the Wild Horse Wind Power Project (the "Project"), a wind-powered, electric generating facility in Kittitas County, Washington.
- B. The Project has a planned nameplate capacity of up to 312 MW, currently expected to be comprised of up to approximately one hundred thirty-six (136) wind turbine generators (individually a "WTG" and collectively the "WTGs").
- C. The District is organized and equipped to provide fire protection services in the vicinity of the District's boundaries, and the Company desires that the District provide such services to the Project located within the District's jurisdiction.
- D. In connection therewith, the Company will provide certain funding to the District to support the purchase of certain Fire Equipment (as defined below) to facilitate the District's ability to provide the fire protection services to the Project on the terms set forth herein.
- E. Accordingly, the Company desires to retain the District to perform fire protection services for Company and the District has agreed to do so upon the terms and conditions set forth below.
- F. The duty of the District to provide fire protection under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the Company.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” shall mean, with respect to any Person, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities, in each case applicable to or binding upon such Person or its respective facilities and property.

“Commencement Date” has the meaning set forth in Section 2.2.

“Company” has the meaning set forth in the Preamble.

“Company Indemnified Persons” has the meaning set forth in Section 7.2.

“Contractors” has the meaning set forth in Section 2.2.

“District” has the meaning set forth in the Preamble.

“District Indemnified persons” has the meaning set forth in Section 7.1.

“Effective Date” has the meaning set forth in the Preamble.

“Equipment Fee” has the meaning set forth in Section 3.1.

“Financing Parties” means (i) any and all lenders providing senior or subordinated construction, interim or long-term debt financing or refinancing for the Project, and (ii) any and all equity investors providing financing or refinancing for the Project, and in each case any trustee or agent acting on their behalf.

“Fire Equipment” means a brush engine used for the purpose of Fire Protection Services, which equipment is described in detail on Exhibit A.

“Fire Protection Services” has the meaning set forth on Exhibit B.

“Fire Protection Services Fee” has the meaning set forth in Section 3.2.

“Fire Safety Plan” has the meaning set forth in Section 2.2.

“Notice of Intent” has the meaning set forth in Section 9.3(e).

“NTP” has the meaning set forth in Section 3.1.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Person” shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company or any other entity of whatever nature.

“Project” has the meaning set forth in Recital A.

“WTG” or “WTGs” has the meaning set forth in Recital B.

## **ARTICLE II**

### **SERVICES**

2.1 **Fire Protection Services.** For the Term of this Agreement, the District shall provide the fire protection services to the Project described on Exhibit B hereto (the “Fire Protection Services”). Such Fire Protection Services shall be rendered on the same basis as such protection is rendered to other areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstance beyond its control. In the event of simultaneous fire or medical aid calls within the District’s service area whereby facilities of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

2.2 **Annual Safety Review.** The District acknowledges that the Company will retain contractors and subcontractors to construct and operate the Project (the “Contractors”), which Contractors shall be responsible for, among other things, the development and implementation of a fire safety plan for their respective activities at the Project and for emergency situations (“Fire Safety Plan”). The District agrees, at the request of the Company, to work with the Company and its Contractors to review any such plan, including the development of an Emergency Response Plan. Commencing on the date that is thirty (30) business days prior to the date on which the Company expects to begin construction of the Project on an unlimited basis (the “Commencement Date”) and on each anniversary of the Commencement Date thereafter throughout the Term of this Agreement, the District and the Company (together with all appropriate Contractors of the Company) shall meet to review the fire safety plan for the Project and the Company’s compliance therewith. From time to time upon the request of the Company, the District shall provide training to Company personnel or contractors in the proper use of fire extinguishers and in the hazards involved in the initial stages of fire fighting. The District shall suggest remedial actions to enhance the Company’s compliance with the fire safety plan and emergency response plan.

2.3 **Training.** Commencing on the date that is thirty (30) days prior to the Commencement Date and on each anniversary of the Commencement Date thereafter throughout the Term of this Agreement, the Company shall provide or cause to be provided training to fire fighters in the District in the following areas: (i) Project

orientation and maps; (ii) access to each WTG site within the Project; (iii) use of rescue baskets and WTG internal climbing safety equipment; and (iv) identification of potential electrical hazards at the Project.

### ARTICLE III

### COMPENSATION; BILLING

3.1 Fire Equipment Purchase. In consideration of the District's entering into this Agreement and to facilitate the provision of the Fire Protection Services by the District, the Company agrees to pay the direct costs associated with the purchase by the District of the Fire Equipment described with particularity on Exhibit A hereto, in an amount not to exceed One Hundred Thirty Thousand Dollars (~~\$130,000~~) (the "Equipment Fee"). The Equipment Fee shall escalate at an annual rate of three percent (3%) to account for the increase in material and labor costs between the Effective Date and the Commencement Date. The District shall identify and order such Fire Equipment and direct that the Company remit the Equipment Fee to the equipment supplier in immediately available funds or by such other method as the equipment supplier shall reasonably request. Title to such Fire Equipment shall vest in the District. Notwithstanding anything herein to the contrary, the Company shall only be obligated to pay the Equipment Fee on and after the date upon which the Company gives written unlimited notice to proceed to its turbine supplier and balance of plant contractor for the Project ("NTP"). If the Company does not deliver the NTP on or before June 15, 2006, then the Company may terminate this Agreement without liability under this Agreement to the District. The Company recognizes that the District is a municipal corporation and must comply with statutory requirements when purchasing equipment.

3.2 Fire Protection Services Fee. The payment amount to be paid by the Company to the District on an annual basis shall be an amount equal to the product of (i) Seventy-Five Dollars (\$75) and (ii) the number of WTGs completed and in commercial operation prior to March 1 of any given year (the "Fire Protection Services Fee"). The Company shall pay the Fire Protection Services Fee on May 1 of each year following the Commencement Date. Commencing on January 1, 2007, the Fire Protection Services Fee shall escalate at an annual rate of one percent (1%). In exchange for the payment of the Fire Protection Services Fee, commencing on the Commencement Date the District shall provide four (4) hours of Fire Protection Services for each incident, measured from the time of dispatch ("Base Period"). In the event that the District provides services for a period in excess of the Base Period for any one incident, the District shall invoice the Company for such excess services at the Washington State Mobilization Rates, Washington Department of Natural Resources rates and/or the Washington Mutual Aid District rates (whichever rate schedule is applicable) then in effect for staffing and use of District equipment. Current copies of the Washington State Mobilization Rates and the Washington Department of Natural Resources rates are attached hereto as Exhibit C and Exhibit D, respectively. In the event the District is required to use equipment in providing Fire Protection Services to the Company that is not set forth on the foregoing

rate schedules, the District shall invoice the Company for the additional charges associated with such use without mark-up. The Company shall pay such invoiced amounts within thirty (30) days of the receipt of such invoice. In the event the Company does not pay the invoiced amounts or the Fire Protection Services Fee when due, such overdue amounts shall accrue interest at a rate equal to ten percent (10%) per annum from the date such amounts were due until the date of payment. Air support services are not included in the Fire Protection Services, and if required, such services shall be charged to the Company at cost.

3.3 Disputed Payments. If the Company disputes any amounts included in any invoice provided to the Company by the District, the Company shall give written notice to the District of each such disputed amount and shall pay the full amount of such invoice that is not in dispute within the time periods set forth herein for such payment. The Company and the District shall endeavor diligently and in good faith to resolve any issue with respect to the amount remaining in dispute within thirty (30) days after the date of the District's receipt of the notice of disputed amount. If agreement is not reached within such thirty (30) day period, the Parties will continue to try to resolve such dispute; provided, however, that either Party may instead submit the dispute to resolution in accordance with this Agreement.

3.4 On-Site Water Trucks. For the period commencing on the date the Company commences construction of the Project on an unlimited basis and ending on the date that construction of the Project is complete, the Company shall maintain two (2) dedicated water trucks to remain full at all times on the Project site for fire safety purposes and the Fire Safety Plan developed in accordance with Section 2.2 shall identify the number and location of such water trucks..

## **ARTICLE IV**

### **TERM; TERMINATION**

4.1 Term of Agreement. This Agreement shall become effective upon the Effective Date and, unless earlier terminated in accordance with the terms hereof, shall continue thereafter until the earlier to occur of (i) the date that is twenty-five (25) years following the Effective Date or (ii) the date on which the Project has been decommissioned and is no longer in service.

4.2 Termination. The Company shall have the right to terminate this Agreement by providing the District sixty (60) days prior written notice of its intent to terminate. Subject to Section 5.2, the District shall have the right to terminate this Agreement in the event the Company fails to make any payment to the District when due and such failure continues for forty-five (45) days after receipt of notice from the District to cure such failure. This Agreement shall also be terminated by the mutual written agreement of the Parties.

## **ARTICLE V**

### **ASSIGNMENT; FINANCING PARTIES**

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the District and the Company. This Agreement or any right or obligation contained herein may be assigned (i) by the Company, to the Financing Parties as collateral security (and in connection therewith, the District shall execute and deliver to the Financing Parties a consent agreement in a form reasonably requested by the Financing Parties), or (ii) by the Company to a purchaser of the Project or the ownership or membership interests in the Company. Except as expressly provided in this Section 5.1, no Party may assign or transfer this Agreement, in whole or in part. In connection with any permitted assignment under this Section 5.1, the District agrees to execute one or more consents to assignment with terms and conditions as may be reasonably required by such assignees and the Company.

5.2 Financing Party Cure Rights. Provided that the District has received prior written notice that a Financing Party is entitled to notice under this Section 5.2, including an accurate address for the Financing Party, the District's right to exercise the option to terminate this Agreement pursuant to Section 4.2 is subject to the District's first delivering to the Financing Parties, simultaneously with delivery thereof to the Company, notice of the Company's failure to cure the payment default and the District's intent to terminate as a result thereof. Each Financing Party shall have the option to cure such the Company default within thirty (30) calendar days after receipt of such notice or to cause the Financing Parties' designee to assume this Agreement. If the Financing Parties desire to cause their designee to assume this Agreement, they shall (i) provide written notice to that effect; and (ii) cure the default within ninety (90) calendar days after receipt of the District's notice to the Financing Parties of the District's intent to terminate. In such case, the District's right to terminate this Agreement for such default shall be of no further force and effect upon the cure by the Financing Parties of such default within ninety (90) days from the date of receipt by the Financing Parties of the District's notice of the District's intent to terminate this Agreement.

## **ARTICLE VI**

### **RELATIONSHIP OF THE PARTIES**

6.1 Relationship of the Parties. It is not the intention of the Parties to create, and this Agreement shall not be construed as creating, a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability, on or with regard to any one or more of the Parties, or as rendering the Parties liable as partners or trustees. Neither Party shall be under the control of, or be deemed to control, the other Party. Neither Party as such shall be the agent of, or have a right or power to bind, the other Party.

## **ARTICLE VII**

### **INDEMNIFICATION**

7.1 Company Indemnity. Except as provided in Section 7.3 and except for claims arising proximately from the negligence or other wrongful conduct of the District or any of its Commissioners, agents, members, directors, officers and employees (the "District Indemnified Persons"), the Company hereby agrees to protect, indemnify and hold the District Indemnified Persons free and harmless from and against any and all claims, demands, causes of action, suits or other proceedings (including all costs in connection therewith and in connection with the defense thereof, including reasonable attorney's fees), liabilities and losses, of every kind and character whatsoever, including third party claims against any District Indemnified Person, on account of bodily injuries, death, damage to property, or damages of any kind whatsoever (collectively, the "Claims"), provided such injury, liability, loss or damage is incident to, or arises out of, the presence or the activities of the Company at the Project; provided however that the Company shall not be required to hold the District Indemnified Persons free and harmless against Claims arising out of or incident to the provision of the Fire Protection Services hereunder.

7.2 District Indemnity. Except as provided in Section 7.3 and except for claims arising proximately from the negligence or other wrongful conduct of the Company or its affiliates, or any of its or their respective agents, shareholders, members, directors, officers and employees (the "Company Indemnified Persons"), the District hereby agrees to protect, indemnify and hold the Company Indemnified Persons free and harmless from and against any and all claims, demands, causes of action, suits or other proceedings (including all costs in connection therewith and in connection with the defense thereof, including reasonable attorney's fees), liabilities and losses arising out of third party claims against any the Company Indemnified Person, on account of bodily injuries, death, damage to property, or damages of any kind whatsoever, provided such injury, liability, loss or damage is incident to, or arises out of, the presence or the activities of the District at the Project or the District's (or its subcontractor's) performance hereunder.

7.3 Scope of Indemnity. The indemnity obligation of the District and the Company provided for by Sections 7.1 and 7.2 shall not extend to claims by either the

District or the Company, or either Party's agents, shareholders, members, directors, officers and employees (or anyone claiming by, through or under such Persons), against the other for breach of this Agreement. Furthermore, the indemnification provided for in Sections 7.1 and 7.2 shall not extend to or cover claims by either Party's employees, contractors or agents which arise in connection with service taken or provided under this Agreement and are covered by any worker's compensation law, and each of the Parties shall be solely responsible for, and shall bear all costs arising from or related to, such worker compensation claims of its own employees, contractors or agents.

7.4 Exclusion of Consequential Damages. Anything herein to the contrary notwithstanding, neither Party shall be liable hereunder for lost revenue or profits or for indirect, incidental, or other consequential damages, provided that this Section 7.4 shall not limit a Party's indemnification obligation in respect of a third party claim within the scope of Section 7.1 or 7.2.

7.5 Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons, except for the District Indemnified Persons and the Company Indemnified Persons identified in Sections 7.1 and 7.2, respectively.

7.6 Services Limitation. The District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the District to provide fire protection and emergency medical services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the Company.

## ARTICLE VIII

### NOTICES

8.1 Notices. Unless otherwise provided herein, any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, or sent by telecopy (with telecopy receipt confirmed) addressed to the Party being notified as listed below at the then current address:

If to the Company:

Wind Ridge Partners, LLC  
c/o Zilkha Renewable Energy, LLC  
222 East Fourth Ave.  
Ellensburg, WA 98926  
Attn: Andrew Young



Telephone: 503-222-9400  
Facsimile: 503-222-9404  
Email address: ayoung@zilkha.com

With a copy to:

Zilkha Renewable Energy, LLC  
1001 McKinney  
Suite 1740  
Houston, TX 77002  
Attn: R.A. Winsor  
Telephone: 713-265-0244  
Facsimile: 713-571-6659  
Email address: rwinsor@zilkha.com

If to the District:

Kittitas County Fire Protection District 2

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:  
Telephone:  
Facsimile:  
Email address:

Addresses shall be kept current by written notice made in the manner provided above for any written notice.

## **ARTICLE IX**

### **MISCELLANEOUS**

9.1 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed according to the laws of the State of Washington, excluding any conflict of laws rules that would result in the application of the laws of another jurisdiction.

9.2 Amendments and Integration. This Agreement constitutes the complete and entire agreement between the Parties hereto with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written document signed by both Parties.

9.3 Disputes. The Parties agree to attempt informally to resolve all disputes arising hereunder, or out of or in relation to the interpretation or performance of this

Agreement, through meetings of representatives of the Parties; provided, however, that any such dispute which cannot be amicably resolved between the Parties shall be submitted to binding arbitration upon the written notice of either Party delivered to the other of such Party's intention to arbitrate and shall otherwise conform to the requirements set forth below. The alternative dispute resolution procedures that shall apply under this Agreement are as follows:

(a) Each notification of intent to arbitrate shall be made in good faith and not for the purpose of delay or harassment. The notification shall state the nature of the dispute, the facts relied upon, the specific provisions of this Agreement and Applicable Law, which support the notifying Party's position, and the amount claimed and the remedy sought by such Party. Within thirty (30) days after receipt thereof the Parties shall meet, by telephone or otherwise, in an attempt to settle the dispute. During such thirty-day period the Party receiving the notification may, but shall not be required to, submit a written response.

(b) If the Parties cannot informally settle the dispute within thirty (30) days after the initial meeting specified in Subsection (a) of this section or within such other period of time as the Parties agree to in writing, either Party may give notice to the other Party within fourteen (14) business days after the expiration of the thirty-day period, or otherwise agreed upon period, requiring that the dispute be referred either to expert resolution, as provided in Subsection (c) of this section, or to arbitration, as provided in Subsections (d) through (f) of this section. Disputes involving only technical matters and not requiring legal interpretations, including interpretation hereof, shall be submitted to expert resolution in accordance with Subsection (c) of this section. Disputes involving legal interpretations, including disputes involving interpretation of this Agreement, shall be submitted to arbitration.

(c) Expert resolution shall be effected by a single expert agreed upon, in writing, by the Parties. If the Parties fail to agree upon a single expert within thirty (30) days after the notice requesting expert resolution is received by one Party from the other Party, or after it is determined that the dispute shall be submitted to expert resolution, whichever is later, a single expert shall be nominated in writing by the American Arbitration Association upon the request of either Party. Such nominee shall be expert in the subject matter of the dispute and shall not be an employee of either Party or have had any association with either Party, but may be an employee of the American Arbitration Association. Within thirty (30) days after the appointment of an expert, such expert shall accept written submissions regarding the dispute from the Parties. A copy of such submissions shall be provided concurrently to the other Party by the submitting Party. The expert shall resolve the matter and provide, in writing, the reasons for such resolution within sixty (60) days of appointment. The expert shall be deemed to be acting as an expert and not as an arbitrator, and such expert's determination shall be final and binding on the Parties. The costs of any expert resolution shall be borne equally by the Parties.

(d) Arbitration as set forth herein shall be effected by a panel of three arbitrators in accordance with the provisions of this section and in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided,

however, that notwithstanding any provisions of such rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration in accordance with the Federal Rules of Evidence. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

(e) Any Party desiring arbitration shall serve on the other Party and the Seattle, Washington Office of the American Arbitration Association, in accordance with the Commercial Arbitration Rules, its Notice of Intent to Arbitrate ("Notice of Intent"). The Notice of Intent shall be filed in writing concurrently with the American Arbitration Association, and shall be accompanied by the name of an arbitrator suggested by the Party serving the Notice of Intent. The Party served with the notice shall advise the other Party in writing of the name of its suggested arbitrator within ten (10) days after receipt of such notice. Within twenty (20) calendar days after the Notice of Intent has been made, the two arbitrators shall choose a third arbitrator who shall act as chairperson of the arbitral proceedings. If the two arbitrators chosen by the Parties do not agree upon a third arbitrator within twenty (20) calendar days after the filing of the Notice of Intent, then, upon the application of either Party, the third arbitrator shall be selected in accordance with the Commercial Arbitration Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in Seattle, Washington. The Parties shall bear their own costs associated with any required travel to and from such location. The arbitrators shall make a determination within three (3) months after the dispute is submitted for arbitration.

(f) Notwithstanding the existence of a dispute and until the expert or arbitrator, as applicable, renders a decision, each Party shall be obligated to fulfill its obligations and continue its performance in accordance with the terms hereof.

9.4 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses, provisions and remedies otherwise available at law or in equity shall not be affected, impaired or invalidated and shall remain in full force and effect. With respect to any provision held invalid or unenforceable, the Parties shall amend this Agreement as necessary to give effect to the Parties' original intent as closely as possible.

9.5 Cooperation. Provided that the Company is in compliance with the terms of this Agreement and with the Fire Safety Plan established under Section 2.2, the District shall fully support and cooperate with the Company's efforts to obtain from any governmental authority or any other Person or entity any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with the Company's development, construction and operation of the Project, and the District shall, without demanding additional consideration therefor, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument that is reasonably requested by the Company in connection herewith or

therewith, (b) return the same (as executed) to the Company within ten (10) days after the District's receipt thereof, and (c) reasonably cooperate with the Company's efforts to obtain all such permits, approvals, authorizations or other rights.

9.6 Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the meanings specified in Article I; (b) the singular shall include the plural and vice versa; (c) references to "Articles," "Sections," "Schedules," "Preamble," or "Exhibits" (if any) shall be to articles, sections, schedules, preamble, or exhibits of or to this Agreement; (d) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (e) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (f) the words "without limitation" shall be deemed to follow any variation of the word "include"; (g) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (h) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced, when in writing, and mutually agreed to by the Parties, from time to time, provided, however, that if the terms of an appendix, annex, exhibit or schedule is in conflict with the terms of the body of this Agreement, the terms of the body of this Agreement shall prevail; (i) references to any agreement, document or instrument shall be to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced, when in writing and mutually agreed to by the Parties, from time to time; (j) the masculine shall include the feminine and neuter and vice versa; and (k) the section headings are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.


9.7 Waiver. No delay or omission by the Parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion.

9.8 Further Assurances. The District and the Company agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

9.9 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Fire Services Agreement as of the date first written above.

KITTITAS COUNTY FIRE PROTECTION  
DISTRICT 2

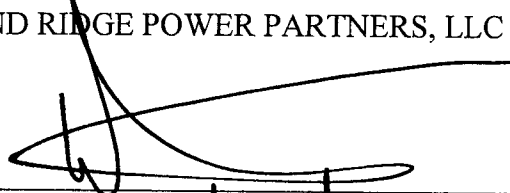
By: 

Name: STAN J. BAKER

Title: FIRE CHIEF

Date: SEPT 10/04

WIND RIDGE POWER PARTNERS, LLC

By: 

Name: Michael Kelly

Title: Authorized Representative

Date: 9-17-04

**EXHIBIT A**  
**Description of Fire Equipment**

EXHIBIT A  
Description of Fire Equipment

Equipment that would be responding to the Wild Horse Facility would include the following:

1. Initial response would be a 1 ½ ton brush engine (to be purchased as soon as NTP has been accepted) with approximately 500 gallons of water fully equipped with pump/engine, hose and miscellaneous equipment, a one ton with 150 gallons and possibly a ¾ ton brush engine if its at the station.
2. The following would respond as required one more ¾ ton brush engine
3. A 3100 gallon water tender with pump.
4. A 1000 gallon structural engine only if necessary at fire districts discretion.

**EXHIBIT B**  
**Fire Protection Services**



**EXHIBIT B**  
**Fire Protection Services**

Kittitas County Fire District will provide the following fire services for the Wild Horse facility for the Term of this Agreement.

1. Provide the equipment as outlined in Exhibit A for providing fire protection to be four (4) hours for fire protection for each incident and if extended beyond that time frame then (3.2) Fire Protection Services Fees would be in effect.
2. A annual Safety review as listed in 2.2
- 3.

**EXHIBIT C**  
**Washington State Mobilization and Equipment rates**

**Washington - Oregon Interagency Rate Schedule**  
**Amended and Adopted by**  
**Washington State Association of Fire Chiefs**  
**Amended April 2002**

EQUIPMENT CHARGES				
	Pump Rate, GPM	Tank Capacity	Hourly Rate	
ENGINES				
			2 x 4	4 x 4
ICS Type 1 (Class A)	1,000	400	121.00	138.00
ICS Type 2 (Class A)	500	400	97.00	110.40
ICS Type 3	120	300	51.00	61.20
ICS Type 4	70	750	45.00	54.00
ICS Type 5	50	500	41.00	49.20
ICS Type 6	50	200	36.00	43.20
ICS Type 7	20	125	30.00	36.00
Interface Attack	250	500	72.00	86.00
Foam: If used, add:			3.30 *	

\* Does not include cost of foam product, the cost of which must be claimed separately as an expended supply.

<b>WATER TENDERS</b>				
			<b>2 x 4</b>	<b>4 x 4</b>
ICS Type 1	300	5,000	71.00	85.20
ICS Type 2	200	3,500	65.00	78.00
ICS Type 2	200	2,500	57.00	68.40
ICS Type 3	200	1,000	39.00	46.80

<b>AERIAL LADDER</b>			
< 75 feet			180.00
75+ feet			200.00

<b>OTHER UNITS</b>		
Support	Air supply unit, rehab unit	29.40
Plow	Single disk on 4x4 (jeep), to trail wildfire	29.40
Hazardous Materials	Special hazmat response unit	185.00
Crash	Aircraft crash unit	185.00
Rescue	Special rescue operations unit	110.00
EMS, Non-Transport	BLS EMS unit (WAC 246-975 license)	36.50
	ALS EMS unit	46.00
EMS, Transport	BLS ambulance unit	49.00
	ALS ambulance unit	60.00
	Patient transport mileage	9.00 per mile
Command Unit	Car: Mileage at prevailing rate	
Incident Command Post Unit	ICP Bus / Trailer (self-sustaining)	360.00 per day

## Rates

All rates are "wet rates". All, fuel, oil, insurance, repairs, and other costs are the responsibility of the owner.

## Unlisted Rates

Refer to the *Washington - Oregon Interagency Rate Schedule* ("pink pages") for the rates on other equipment not listed above (e.g., dozers).

*Rates for specialized equipment* not listed either above or in the *Washington - Oregon Interagency Rate Schedule* shall be negotiated by the Finance Section Chief.

*The Finance Section Chief for the Fire Mobilization Incident Management Team shall have the authority to negotiate payment rates for specialized resources, including that with nominally listed (published) rates, provided that such negotiated rates, with reasons and facts in support, are documented and a copy attached to the claim(s).*

## Compensable Time: Equipment

In 24 hour period:

- *Travel time* between the home jurisdiction and the incident (both ways).
- *Assigned Work (Line) Time*: All hours worked are compensable, from time of departure from incident base to time of return. Time required for fueling and maintenance is not compensable.
- *If assigned work time in 24 hour period is less than five (5) hours*, then the minimum daily equipment time of five (5) hours may be claimed. This "non-work" time may be either assigned standby / staging or unassigned time.

## MILEAGE RATES

	2 x 4	4 x 4
Car	0.45	0.50
Sport / Utility	0.50	0.55
Pickup, 1/2 ton	0.55	0.75
Pickup, 3/4 ton	0.65	0.80
Pickup, 1 ton	0.70	0.85
1 - 1/2 ton	0.90	1.16

## Mileage

Mileage rate is paid for units not eligible for hourly rate compensation.

Mileage rates above are paid only for *mobilized* vehicles, i.e., vehicles mobilized for and used on incident assignment.

The mileage rate for vehicles used for *personal transportation* to the incident is the standard applicable state rate for vehicle use. Mileage to and from the incident will be paid only once for the incident for any individual.

## Haul Vehicles

Units used to tow or haul fire apparatus are paid mileage only. Refer to *Washington - Oregon Interagency Rate Schedule* for rate.

**Washington - Oregon Interagency Rate Schedule**  
**Amended and Adopted by**  
**Washington State Association of Fire Chiefs**  
**2002**  
**Amended April 2002**

**PERSONNEL RATES**

	Regular	Overtime
<b>SUPPORT PERSONNEL</b>		
Driver (shuttle)	9.50	14.25
Truck Driver (over 4 tons)	10.45	15.70

<b>FIREFIGHTERS</b>		
Firefighter	11.50	17.25
Engine Company Officer - Single Resource Boss	16.80	25.80
Strike Team Leader	18.05	27.10
Task Force Leader	19.75	29.65

<b>EMS</b>		
EMT	17.65	26.50
EMT-ILS	18.45	27.65
Paramedic	19.30	28.95
Medical Unit Leader	19.75	29.65

<b>OPERATIONS</b>		
Staging Manager	16.80	25.20
Division / Group Supervisor	19.75	29.65
Structural Protection Specialist	23.50	35.25
Section Chief	22.70	34.05

<b>LOGISTICS</b>		
Dispatcher	10.45	15.70
Radio Technician	11.90	17.85
Mechanic	11.90	17.85
Equipment Manager	16.80	25.20
Unit Leader: Communications - Facilities - Food Supply - Ground Support	19.75	29.65
Section Chief	22.70	34.05

## PERSONNEL RATES

(continued)

	Regular	Overtime
<b>PLANS</b>		
Check-In Recorder	9.50	14.25
Unit Leader: Resource - Situation - Demob	19.75	29.65
Section Chief	22.70	34.05

<b>FINANCE</b>		
Timekeeper - Clerk - Typist - Office Assistant	9.50	14.25
Payment Team Fiscal Tech	16.80	25.20
Unit Leader: Time - Cost - Compensation/Claims Procurement - Payment Team Accountant	19.75	29.65
Section Chief - Payment Team Leader	22.70	34.05
Incident Business Advisor	23.50	35.25

<b>COMMAND STAFF</b>		
Training Specialist - HR Specialist	19.75	29.65
Safety Officer - Incident Info Officer	22.70	34.05
Liaison Officer	23.50	35.25

<b>COMMAND</b>		
Incident Commander	25.20	37.80
Area Commander	26.10	39.15

<b>OVERHEAD</b>		
County Coordinator	19.50	29.20
Region Coordinator	20.00	30.00

### Compensable Time: Personnel

Personnel assigned to unit are paid for all hours of assigned time. Personnel assigned to unit are not paid for unassigned time. Minimum paid time is 8 hours in 24 hour period.

Compensable time includes travel to and from incident, related waiting time, and/or other travel necessary for the performance of work (e.g., fire camp to fire line), and actual hours worked, including assigned standby/staging.

### Non-Compensable Time

Includes sleeping time, "off-shift" time and unassigned time. Travel time is not allowed from residence to mobilization point.

This rate schedule is based on the *Washington - Oregon Interagency Wildfire Rate Schedule*, amended by the Washington State Association of Fire Chiefs.

**EXHIBIT D**  
**Washington Department of Natural Resources rates**



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

For D.J.

## **WAGE & EQUIPMENT RATES**

**FOR**

## **WILDFIRE RESOURCES**

**2004**

**UPDATED JULY 2, 2004**  
**PAGE 21 DAILY SHIFT RATE**

April 20, 2004



# 2004 INTERAGENCY WILDFIRE RESOURCE WAGE RATES

## WASHINGTON STATE

Refer to the Payment Provisions Section when completing the Emergency Firefighter Time Report, Form OF-288

	HOURLY RATE REGULAR	HOURLY RATE OVERTIME
<b><u>FIRELINE</u></b>		
Firefighter 1 and 2	11.50	17.25
Single Resource Boss	16.80	25.20
<b><u>SKILLED LABOR</u></b>		
Cook - Head Camp Cook	12.30	18.45
Computer Technical Specialist	20.20	30.30
Dozer/Heavy Equipment Operator	12.30	18.45
Kitchen or Camp Helper	8.40	12.60
Radio Operator (Dispatcher)	10.80	16.20
Time Recorder/Receptionist	9.85	14.80
Truck Driver (under 1 ton)	9.85	14.80
Truck Driver (under 4 tons)	10.80	16.20
Truck Driver (over 4 tons or CDL required)	12.30	18.45
Faller Class A (up to 12" DBH)	10.80	16.20
Faller Class B ( up to 24" DBH)	12.30	18.45
Faller Class C (24" DBH or greater)	20.20	30.30
<b><u>SUPERVISORY</u></b>		
Aerial Observer	17.65	26.50
Air Tactical Group Supervisor	20.20	30.30
Air Ops Branch Director	21.85	32.80
Air Support Group Supervisor	20.20	30.30
Air Tanker Coordinator	20.20	30.30
Base Camp Manager	16.80	25.20
Command Staff (T1)	24.40	36.60
Command Staff (T2)	21.85	32.80
Coordinator (Expanded Dispatch)	21.85	32.80
Crew Boss	16.80	25.20
Crew Representative	17.65	26.50